

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

_____X_____ Resolution or Ordinance (Blue) _____X_____ *Waiver of First Requested*
_____ Recommendations of Boards, Commissions & Committees (Green)
_____ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager

DATE: June 12, 2012 (BOT) Date: June 21, 2012

TITLE: 211 W. St. Charles Road – Downtown Lombard Sprinkler Park

SUBMITTED BY: Department of Community Development *WLB*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration an ordinance authorizing a First Amendment to an Intergovernmental Redevelopment Agreement between the Village of Lombard and the Lombard Park District in regard to the Downtown TIF District and the development, operation and maintenance of a Sprinkler Park and authorizing the leasing of Village-owned property within said Downtown TIF District in relation thereto.

Staff is requesting a waiver of first reading.

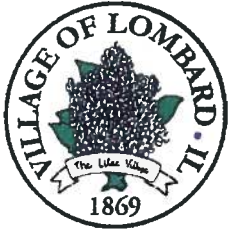
Please place this item on the June 21, 2012 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____	Date _____
Finance Director X _____	Date _____
Village Manager X _____	Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



MEMORANDUM

TO: David A. Hulseberg, AICP, ICMA-CM, Village Manager

FROM: William J. Heniff, AICP, Director of Community Development ~~tsa~~

DATE: June 21, 2012

SUBJECT: **Intergovernmental Agreement between the Village of Lombard and the Lombard Park District – Downtown Lombard Sprinkler Park**

Attached for Village Board consideration is an Intergovernmental Agreement (IGA) between the Village of Lombard and the Lombard Park District as it pertains to continued use and operation of the Sprinkler Park.

BACKGROUND

In 2005 the Village entered into the attached IGA with the Lombard Park District (Ordinance 5667) that provided for the construction and operation of a sprinkler park at 201 W. St. Charles Road. The subject property is owned by the Village but has been operated by the Park District per the terms of the IGA. Within Section 1 of the IGA, the agreement had an expiration date of December 31, 2011.

Village Counsel has prepared the attached IGA First Amendment that extends the life of the agreement for an additional five year period (i.e., December 31, 2016). All other provisions remain within full force and effect.

The Lombard Park District reviewed this item at their last board meeting and they are slated to approve the IGA at their next Board meeting on June 26, 2012. Given that the Village Board will not re-convene until August 16, 2012, staff recommends that the Lombard Village Board approve the IGA amendment accordingly at its June 21, 2012 meeting.

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the attached Ordinance authorizing a First Amendment to the IGA relative to Downtown Lombard Sprinkler Park. Staff also requests a waiver of first reading.

FILE COPY

ORDINANCE NO. 5667

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL
REDEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT
IN REGARD TO THE DOWNTOWN T.L.F. DISTRICT AND
THE DEVELOPMENT, OPERATION AND MAINTENANCE OF
A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD,
AND AUTHORIZING THE LEASING OF VILLAGE-OWNED PROPERTY
WITHIN SAID DOWNTOWN T.L.F. DISTRICT IN RELATION THERETO**

BE IT ORDAINED, by the President and Board of Trustees of the Village of Lombard,
DuPage County, Illinois, as follows:

SECTION 1: The President and Board of Trustees of the Village find as follows:

- A. The Village of Lombard (hereinafter referred to as the "VILLAGE") is a non-home rule municipality.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as from time to time amended (hereinafter referred to as the "TIF ACT").
- C. Pursuant to its powers and in accordance with the TIF ACT, on February 2, 1989, the corporate authorities of the VILLAGE adopted Ordinance Nos. 3121, 3122 and 3123, approving a tax increment redevelopment plan and project, designating a tax increment redevelopment project area and adopting tax increment financing relative to the VILLAGE's downtown area tax increment financing district (hereinafter referred to as the "DOWNTOWN TIF DISTRICT") for the redevelopment and revitalization of a portion of the corporate limits of the VILLAGE, which property is legally described in EXHIBIT 1, attached hereto and made a part hereof (hereinafter referred to as the "REDEVELOPMENT PROJECT AREA").

D. Pursuant to, and in accordance with, the TIF ACT, on June 6, 2002, the corporate authorities of the VILLAGE adopted Ordinance No. 5145, entitled "An Ordinance Amending Ordinance No. 3121, Adopted February 2, 1989, and the Redevelopment Plan and Project Attached Thereto as Exhibit 'B,' in Regard to the Termination Date of the Village of Lombard's Downtown Tax Increment Financing District," for the VILLAGE'S DOWNTOWN TIF DISTRICT, by which the termination date for the DOWNTOWN TIF DISTRICT was extended to December 31, 2011, subject to the receipt of 2011 incremental real estate tax revenues during 2012.

E. The VILLAGE is, or will in the very near future become, the record owner of certain real property, commonly known as 211 West St. Charles Road; said property being legally described as follows:

Lot 2 in Fifth Third Bank Plat of Resubdivision, being a resubdivision in the Northeast 1/4 of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois;

P.I.N.: Pt. 06-07-209-019:

(hereinafter referred to as the "VILLAGE PROPERTY").

F. The Lombard Park District (hereinafter referred to as the "PARK DISTRICT") desires to use the VILLAGE PROPERTY for the development, operation and maintenance of a sprinkler park and associated public parking and accessory facilities (hereinafter referred to as the "PROJECT"), all as more fully set forth in the site plan and associated descriptive Subections A through I attached as Exhibit "B" to the Intergovernmental Agreement attached hereto as EXHIBIT 2 and made part hereof (hereinafter referred to as the "REDEVELOPMENT AGREEMENT").

- G. The VILLAGE has determined it to be in the best interest of the public that the VILLAGE PROPERTY be used to provide open space and recreational opportunities for the residents of the VILLAGE.
- H. That the REDEVELOPMENT AGREEMENT sets forth the terms and conditions pursuant to which the VILLAGE will lease the VILLAGE PROPERTY to the PARK DISTRICT, as well as the terms and conditions pursuant to which the PARK DISTRICT will proceed with the PROJECT.
- I. In accordance with the TIF ACT, it is in the best interests of the VILLAGE to approve the REDEVELOPMENT AGREEMENT, and to lease the VILLAGE PROPERTY to the PARK DISTRICT pursuant thereto, so that redevelopment within the DOWNTOWN TIF DISTRICT can continue, said redevelopment pursuant to the TIF ACT being the VILLAGE's purpose for leasing the VILLAGE PROPERTY.
- J. Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation.
- K. It is in the best interest of the VILLAGE and the PARK DISTRICT to enter into the REDEVELOPMENT AGREEMENT attached hereto as EXHIBIT 2.

SECTION 2: Based upon the foregoing and pursuant to the TIF ACT, the REDEVELOPMENT AGREEMENT attached hereto as EXHIBIT 2 is hereby approved, and the President and Clerk of the VILLAGE be and they are hereby authorized and directed to lease the VILLAGE PROPERTY pursuant to the terms and conditions set forth in said REDEVELOPMENT AGREEMENT on behalf of the VILLAGE, and they are further authorized and directed to execute and deliver such other instruments, including said

ORDINANCE 5667

REDEVELOPMENT AGREEMENT, as may be necessary or convenient to consummate the lease of the VILLAGE PROPERTY.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed on first reading this _____ day of _____, 2005, pursuant to a roll call vote as follows:

First reading waived by action of the Board of Trustees this 2nd day of June, 2005.

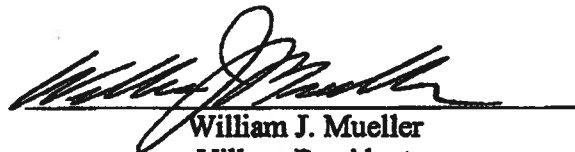
Passed on second reading this 2nd day of June, 2005.

AYES: Trustees Tross, O'Brien, Sebby, Florey and Soderstrom


NAYS: Trustee Gron

ABSENT: None

APPROVED by me this 2nd day of June, 2005.


William J. Mueller
Village President

ATTEST:


Brigitte O'Brien
Village Clerk

Published by me in pamphlet form this 10th day of June, 2005.


Brigitte O'Brien
Deputy Village Clerk

EXHIBIT 1

REDEVELOPMENT PROJECT AREA

(Legal Description of Downtown T.I.F. District)

Lots 1 and 2 of the Resubdivision of Lot 6 of Block 27 of the Original Town of Lombard, Lots 1, 2, 3, and 4 of the Original Town of Lombard, Lots 1, 2, 3, the North 25 ft. of Lot 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 in Caverno's Subdivision, Lot 1 in Lombard Bible Church Consolidation Plat, Lots 1, 2, 3, 4, and 5 in Owner's Subdivision in Block 18 of the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, and 7 in Block 11 of the Original Town of Lombard, Lots 8, 9, 10, 11, and 12 in J.B. Hull's Subdivision of part of Block 11 and part of outlot 4 of the Original Town of Lombard, Lots 7, 8, 9, 12, 13, 14, 15, 16, 17 and 18 of Grove Park Subdivision, Lots 2, 3, 4, 5, 6, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28 in Grove Park Subdivision, Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 in Grove Park Subdivision First Addition, Lots 11 and 12 in W.H. Maple's Subdivision, Lots 3, 4, 5, 6, 7, 8, 9, 10, and 11 in Block 10 of the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, 7, 8 in the Subdivision of Outlot 10 in the Original Town of Lombard, Lots 1, 2, 4, and 5 of Block 19 in the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, 7, 8, of J.B. Hull's Subdivision of Lot 3 of Block 19 of the Original Town of Lombard, Lot 43 excepting the North 20 feet thereof in Orchard Subdivision, Lots 1 and 2 of Timke's Resubdivision, all of Park Manor Condominium, including all Chicago & Northwestern Railroad right-of-way and all public rights-of-way adjacent to the above-described property all being in the Northeast Quarter of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois.

Of that part of Block 22 of the Original Town of Lombard described by beginning at a point on the East line of Main Street, 499.0 feet North of the Southwest corner of said Block 22 and running thence Easterly to a point on the center line of said Block 22 that is 386.6 feet to the Southerly line of said Parkside Avenue; thence Southwesterly along the Southerly line of said Parkside Avenue to the East line of Main Street; thence South on the East line of Main street, 291.85 feet to the place of beginning, Lots 1, 2, and 3 in James' Subdivision of Part of Block 22 of the Original Town of Lombard, Lots 28, 29, 30, and 31 of Part of Block 22 in N. Matson & Others Resubdivision, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 in Block 17 of the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 in Block 16 of the Original Town of Lombard, Lots 1, 2, the East 1/2 of Lot 3, Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 in Block 12 of the Original Town of Lombard, Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15 in Block 18 of H.O. Stone & Company's Addition to Lombard, Lombard Tower Condominiums, Charlotte-Garfield Condominiums, including all Chicago & Northwestern Railroad right-of-way and all public rights-of-way adjacent to the above-described property all being in the Northwest Quarter of Section 8, Township 39 North, Range 11, East of the Third Principal Meridian all in DuPage county, Illinois.

**AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT
IN REGARD TO THE DOWNTOWN T.I.F. DISTRICT AND
THE DEVELOPMENT, OPERATION AND MAINTENANCE OF
A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD**

THIS AGREEMENT (hereinafter referred to as the "AGREEMENT"), entered into this _____ day of _____, 2005, by and between the VILLAGE OF LOMBARD (the "VILLAGE") and the LOMBARD PARK DISTRICT (the "PARK DISTRICT"). The VILLAGE and the PARK DISTRICT are hereinafter sometimes individually referred to as a "Party" and together referred to as the "Parties."

WITNESSETH

WHEREAS, the Village is a non-home rule municipality; and

WHEREAS, the State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as from time to time amended (hereinafter referred to as the "TIF ACT"); and

WHEREAS, pursuant to its powers and in accordance with the TIF ACT, on February 2, 1989, the corporate authorities of the VILLAGE adopted Ordinance Nos. 3121, 3122 and 3123, approving a tax increment redevelopment plan and project, designating a tax increment redevelopment project area and adopting tax increment financing relative to the VILLAGE's downtown area tax increment financing district (hereinafter referred to as the "DOWNTOWN TIF DISTRICT") for the redevelopment and revitalization of a portion of the corporate limits of the VILLAGE, which property is legally described in EXHIBIT 1, attached hereto and made a part hereof (hereinafter referred to as the "REDEVELOPMENT PROJECT AREA"); and

WHEREAS, pursuant to, and in accordance with, the TIF ACT, on June 6, 2002, the corporate authorities of the VILLAGE adopted Ordinance No. 5145, entitled "An Ordinance Amending Ordinance No. 3121, Adopted February 2, 1989, and the Redevelopment Plan and

Project Attached Thereto as Exhibit 'B,' in Regard to the Termination Date of the Village of Lombard's Downtown Tax Increment Financing District," for the VILLAGE'S DOWNTOWN TIF DISTRICT, by which the termination date for the DOWNTOWN TIF DISTRICT was extended to December 31, 2011, subject to the receipt of 2011 incremental real estate tax revenues during 2012; and

WHEREAS, the VILLAGE is, or will in the very near future become, the record owner of certain real property, commonly known as 211 West St. Charles Road; said property being legally described as follows; and

Lot 2 in Fifth Third Bank Plat of Resubdivision, being a resubdivision in the Northeast 1/4 of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois;

P.I.N.: Pt. 06-07-209-019:

(hereinafter referred to as the "VILLAGE PROPERTY").

WHEREAS, the Park District desires to use the VILLAGE PROPERTY for the development, operation and maintenance of a sprinkler park and associated public parking and accessory facilities, all as more fully set forth in the site plan and associated descriptive Subections A through I attached as Exhibit "B" and made part hereof (hereinafter referred to as the "PROJECT");

WHEREAS, the VILLAGE has determined it to be in the best interest of the public that the VILLAGE PROPERTY be used to provide open space and recreational opportunities for the residents of the VILLAGE; and

WHEREAS, this AGREEMENT sets forth the terms and conditions pursuant to which the VILLAGE will lease the VILLAGE PROPERTY to the PARK DISTRICT, as well as the terms and conditions pursuant to which the PARK DISTRICT will proceed with the PROJECT; and

WHEREAS, in accordance with the TIF ACT, it is in the best interests of the VILLAGE to approve this AGREEMENT, and to lease the VILLAGE PROPERTY to the PARK DISTRICT pursuant thereto, so that redevelopment within the DOWNTOWN TIF DISTRICT can continue, said redevelopment pursuant to the TIF ACT being the VILLAGE's purpose for leasing the VILLAGE PROPERTY; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation; and

WHEREAS, it is in the best interest of the VILLAGE and the PARK DISTRICT to enter into this AGREEMENT;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. The VILLAGE hereby authorizes and permits the PARK DISTRICT to use the VILLAGE PROPERTY for the development, operation and maintenance of the PROJECT from the date of this Agreement or from the date the VILLAGE acquires title to the VILLAGE PROPERTY, whichever date occurs last, (hereinafter referred to as the "START DATE"), until December 31, 2011.

2. The PARK DISTRICT shall, at no cost to the VILLAGE, engineer, design, bid and award a contract(s) for and construct the PROJECT.

3. Upon completion of the PROJECT, the PARK DISTRICT shall provide the VILLAGE with a set of "as-built" drawings.

4. The PARK DISTRICT agrees to pay the contractor(s) and the engineer pursuant to its contracts with same, and agrees to administer and oversee both the engineering and construction contracts relative to the PROJECT.

5. After construction is complete, the PARK DISTRICT shall operate and maintain the PROJECT and all equipment, fixtures and appurtenances in relation thereto, in a clean, safe and sanitary condition, at no cost or expense to the VILLAGE.

6. The PROJECT shall be open and available for use by all VILLAGE residents without charge or fee, except wherein charges or fees are required for special events held at the PROJECT.

7. The PARK DISTRICT shall indemnify and hold harmless the VILLAGE, and its officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, from the construction, engineering or design of the aforesaid PROJECT, or out of the acts or omissions of the PARK DISTRICT, or its officers, agents, employees or contractors, in the exercise of its rights or the performance of its obligations under this AGREEMENT. The PARK DISTRICT agrees to require its contractor(s) to include the VILLAGE, and its officers, agents and employees, as additional insured on the insurance policies required of the contractor(s) relative to the PROJECT.

8. The VILLAGE shall indemnify and hold harmless the PARK DISTRICT, and its officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the VILLAGE, or its officers, agents or employees, in the exercise of its rights or the performance of its obligations under this AGREEMENT.

9. This AGREEMENT is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party. Nothing contained in this AGREEMENT shall

constitute a waiver of any privileges, defenses or immunities which either Party may have under the Local Government and Governmental Employees Tort Immunity Act with respect to any claim brought by a third party.

10. The PARK DISTRICT and the VILLAGE shall review the operation of the PROJECT on the fifth (5th) anniversary of the START DATE, to make sure that the VILLAGE PROPERTY remains an appropriate location for the PROJECT. Components of this review shall include, but shall not be limited to, usage of the PROJECT, maintenance of the PROJECT and public safety incident reports and responses in relation to the PROJECT. In the event the VILLAGE determines, after the completion of the review, in its sole discretion, that the VILLAGE PROPERTY is no longer an appropriate location for the PROJECT, the VILLAGE may terminate this AGREEMENT by providing written notice of said termination to the PARK DISTRICT.

11. Failure on the part of the PARK DISTRICT to comply with any term, representation, warranty, obligation, provision or condition of this AGREEMENT, within thirty (30) days after the date of the VILLAGE'S giving of written notice thereof, shall constitute an event of default, unless the parties mutually agree to extend said period. Notwithstanding the foregoing, in the event that such non-compliance cannot be corrected within said thirty (30) day period because of matters not within the reasonable control of the PARK DISTRICT or because compliance cannot reasonably be fully accomplished within said thirty (30) day period, the PARK DISTRICT shall have a reasonable additional period of time to correct said non-compliance; provided, however, that the PARK DISTRICT diligently pursues the correction of said non-compliance within said reasonable additional period of time and that said reasonable additional period of time does not exceed sixty (60) days beyond said initial thirty (30) day period; with non-compliance after said ninetieth (90th) day being deemed to constitute an event

of default. Upon an occurrence of an event of default by the PARK DISTRICT (after notice and expiration of all cure periods) the VILLAGE may elect to be relieved of any and all of its obligations arising pursuant to this AGREEMENT, by delivering notice of its election to terminate this AGREEMENT to the PARK DISTRICT and, thereupon, this AGREEMENT shall terminate.

12. The PARK DISTRICT shall have the right to terminate this AGREEMENT upon thirty (30) days prior written notice to the VILLAGE.

13. In the event of the termination of this Agreement, whether at the end of the term or earlier as a result of a termination pursuant to either Sections 10, 11, or 12 hereof, the PARK DISTRICT shall, within sixty (60) days of any such termination, remove the entry gate, fence, sprinkler park equipment, restrooms/storage structure and shaded picnic tables, as referenced in subsections E, F, G, H and I of Exhibit "B," from the VILLAGE PROPERTY. In the event the PARK DISTRICT fails to remove the aforementioned items within said sixty (60) day period, and the VILLAGE is required to remove them, the VILLAGE shall be entitled to receive reimbursement from the PARK DISTRICT for the costs incurred by the VILLAGE relative to said removal.

14. Notice or other writings which either party is required to, or may wish to, serve upon the other party in connection with this AGREEMENT shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to the VILLAGE:

Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

B. If to the PARK DISTRICT:

**Executive Director
Lombard Park District
150 South Park
Lombard, Illinois 60148**

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party.

15. This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same AGREEMENT.

16. This AGREEMENT contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this AGREEMENT which are not fully expressed herein.

17. This AGREEMENT shall be deemed dated and become effective on the date the last of the Parties execute this AGREEMENT as set forth below.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of an Ordinance by its Board of Trustees, has caused this AGREEMENT to be executed by its Village President and attested by its Village Clerk, and the PARK DISTRICT, pursuant to the

authority duly granted by the adoption of a Resolution by its Board of Park Commissioners, has
cause this instrument to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD

LOMBARD PARK DISTRICT


Village President

President

ATTEST:


Village Clerk

ATTEST:

Secretary

DATED: June 9, 2005

DATED: _____

EXHIBIT "A"

REDEVELOPMENT PROJECT AREA

(Legal Description of Downtown T.I.F. District)

Lots 1 and 2 of the Resubdivision of Lot 6 of Block 27 of the Original Town of Lombard, Lots 1, 2, 3, and 4 of the Original Town of Lombard, Lots 1, 2, 3, the North 25 ft. of Lot 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 in Caverno's Subdivision, Lot 1 in Lombard Bible Church Consolidation Plat, Lots 1, 2, 3, 4, and 5 in Owner's Subdivision in Block 18 of the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, and 7 in Block 11 of the Original Town of Lombard, Lots 8, 9, 10, 11, and 12 in J.B. Hull's Subdivision of part of Block 11 and part of outlot 4 of the Original Town of Lombard, Lots 7, 8, 9, 12, 13, 14, 15, 16, 17 and 18 of Grove Park Subdivision, Lots 2, 3, 4, 5, 6, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28 in Grove Park Subdivision, Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 in Grove Park Subdivision First Addition, Lots 11 and 12 in W.H. Maple's Subdivision, Lots 3, 4, 5, 6, 7, 8, 9, 10, and 11 in Block 10 of the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, 7, 8 in the Subdivision of Outlot 10 in the Original Town of Lombard, Lots 1, 2, 4, and 5 of Block 19 in the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, 7, 8, of J.B. Hull's Subdivision of Lot 3 of Block 19 of the Original Town of Lombard, Lot 43 excepting the North 20 feet thereof in Orchard Subdivision, Lots 1 and 2 of Timke's Resubdivision, all of Park Manor Condominium, including all Chicago & Northwestern Railroad right-of-way and all public rights-of-way adjacent to the above-described property all being in the Northeast Quarter of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois.

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ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING
A FIRST AMENDMENT TO
AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT
IN REGARD TO THE DOWNTOWN TIF DISTRICT AND
THE DEVELOPMENT, OPERATION AND MAINTENANCE OF
A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD,
AND AUTHORIZING THE LEASING OF VILLAGE-OWNED PROPERTY
WITHIN SAID DOWNTOWN TIF DISTRICT IN RELATION THERETO**

BE IT ORDAINED, by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

SECTION 1: The President and Board of Trustees of the Village find as follows:

- A. The Village of Lombard (hereinafter referred to as the "VILLAGE") is a non-home rule municipality.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as from time to time amended (hereinafter referred to as the "TIF ACT").
- C. Pursuant to its powers and in accordance with the TIF ACT, on February 2, 1989, the corporate authorities of the VILLAGE adopted Ordinance Nos. 3121, 3122 and 3123, approving a tax increment redevelopment plan and project, designating a tax increment redevelopment project area and adopting tax increment financing relative to the VILLAGE's downtown area tax increment financing district (hereinafter referred to as the "DOWNTOWN TIF DISTRICT") for the redevelopment and revitalization of a portion of the corporate limits of the VILLAGE, which property is legally described in EXHIBIT 1, attached hereto and made a part hereof (hereinafter referred to as the "REDEVELOPMENT PROJECT AREA").

- D. Pursuant to, and in accordance with, the TIF ACT, on June 6, 2002, the corporate authorities of the VILLAGE adopted Ordinance No. 5145, entitled "An Ordinance Amending Ordinance No. 3121, Adopted February 2, 1989, and the Redevelopment Plan and Project Attached Thereto as Exhibit "B," in Regard to the Termination Date of the Village of Lombard's Downtown Tax Increment Financing District," for the VILLAGE'S DOWNTOWN TIF DISTRICT, by which the termination date for the DOWNTOWN TIF DISTRICT was extended to December 31, 2011, subject to the receipt of 2011 incremental real estate tax revenues during 2012.
- E. Pursuant to Ordinance Number 5981, adopted January 18, 2007, LOMBARD amended Ordinance Number 3121, and the redevelopment plan and project attached thereto, as amended by Ordinance Number 5145, adopted June 6, 2002, to further extend the life of the DOWNTOWN TIF DISTRICT for an additional twelve (12) years, so that the DOWNTOWN TIF DISTRICT would remain in full force and effect for the full period authorized by Public Act 94-0783; said full period being thirty-five (35) years, with real estate taxes for 2023, as collected during 2024, being the last year of real estate taxes subject to the DOWNTOWN TIF DISTRICT.
- F. The VILLAGE and the Lombard Park District (hereinafter referred to as the "PARK DISTRICT") entered into AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD, dated June 9, 2005 (hereinafter the "ORIGINAL AGREEMENT).

- G. Pursuant to the ORIGINAL AGREEMENT, the VILLAGE leased the property, common known as 211 West St. Charles Road; said property being legally described as follows:

Lot 2 in Fifth Third Bank Plat of Resubdivision, being a resubdivision in the Northeast 1/4 of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois;

P.I.N.: Pt. 06-07-209-019;

(hereinafter referred to as the "VILLAGE PROPERTY"), to the PARK DISTRICT for the development, operation and maintenance of a sprinkler park and associated public parking and accessory facilities (hereinafter referred to as the "PROJECT"), all as more fully set forth in the site plan and associated descriptive Subections A through I attached as Exhibit "B" to the ORIGINAL AGREEMENT.

- H. The VILLAGE and the PARK DISTRICT have determined it to be in the best interests of the public that the VILLAGE PROPERTY continue to be used to provide open space and recreational opportunities for the residents of the VILLAGE.
- I. Attached hereto as EXHIBIT 2 and made part hereof is a First Amendment to the ORIGINAL AGREEMENT (hereinafter referred to as the "FIRST AMENDMENT"), which extends the term of the ORIGINAL AGREEMENT for an additional five (5) years; through December 31, 2016.
- J. In accordance with the TIF ACT, it is in the best interests of the VILLAGE to approve the FIRST AMENDMENT, and to continue to lease the VILLAGE PROPERTY to the PARK DISTRICT pursuant to the ORIGINAL AGREEMENT, as amended by the FIRST AMENDMENT, so that redevelopment within the DOWNTOWN TIF DISTRICT can continue, said redevelopment pursuant to the

TIF ACT being the VILLAGE'S purpose for continuing to lease the VILLAGE PROPERTY.

- K. Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation.
- L. It is in the best interests of the VILLAGE and the PARK DISTRICT to enter into the FIRST AMENDMENT attached hereto as EXHIBIT 2.

SECTION 2: Based upon the foregoing and pursuant to the TIF ACT, the FIRST AMENDMENT attached hereto as EXHIBIT 2 is hereby approved, and the President and Clerk of the VILLAGE be and they are hereby authorized and directed to continue to lease the VILLAGE PROPERTY pursuant to the terms and conditions set forth in said ORIGINAL AGREEMENT, as amended by the FIRST AMENDMENT, on behalf of the VILLAGE, and they are further authorized and directed to execute and deliver such other instruments, including said FIRST AMENDMENT, as may be necessary or convenient to consummate the continued leasing of the VILLAGE PROPERTY.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed on first reading this ____ day of _____, 2012, pursuant to a roll call vote as follows:

First reading waived by action of the Board of Trustees this ____ day of _____, 2012.

Passed on second reading this ____ day of _____, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2012.

William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk

Published by me in pamphlet form this _____ day of _____, 2012.

Brigitte O'Brien, Village Clerk

EXHIBIT 1

REDEVELOPMENT PROJECT AREA

(Legal Description of Downtown T.I.F. District)

Lots 1 and 2 of the Resubdivision of Lot 6 of Block 27 of the Original Town of Lombard, Lots 1, 2, 3, and 4 of the Original Town of Lombard, Lots 1, 2, 3, the North 25 ft. of Lot 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 in Caverno's Subdivision, Lot 1 in Lombard Bible Church Consolidation Plat, Lots 1, 2, 3, 4, and 5 in Owner's Subdivision in Block 18 of the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, and 7 in Block 11 of the Original Town of Lombard, Lots 8, 9, 10, 11, and 12 in J.B. Hull's Subdivision of part of Block 11 and part of outlot 4 of the Original Town of Lombard, Lots 7, 8, 9, 12, 13, 14, 15, 16, 17 and 18 of Grove Park Subdivision, Lots 2, 3, 4, 5, 6, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28 in Grove Park Subdivision, Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 in Grove Park Subdivision First Addition, Lots 11 and 12 in W.H. Maple's Subdivision, Lots 3, 4, 5, 6, 7, 8, 9, 10, and 11 in Block 10 of the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, 7, 8 in the Subdivision of Outlot 10 in the Original Town of Lombard, Lots 1, 2, 4, and 5 of Block 19 in the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, 7, 8, of J.B. Hull's Subdivision of Lot 3 of Block 19 of the Original Town of Lombard, Lot 43 excepting the North 20 feet thereof in Orchard Subdivision, Lots 1 and 2 of Timke's Resubdivision, all of Park Manor Condominium, including all Chicago & Northwestern Railroad right-of-way and all public rights-of-way adjacent to the above-described property all being in the Northeast Quarter of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois.

Of that part of Block 22 of the Original Town of Lombard described by beginning at a point on the East line of Main Street, 499.0 feet North of the Southwest corner of said Block 22 and running thence Easterly to a point on the center line of said Block 22 that is 386.6 feet to the Southerly line of said Parkside Avenue; thence Southwesterly along the Southerly line of said Parkside Avenue to the East line of Main Street; thence South on the East line of Main street, 291.85 feet to the place of beginning, Lots 1, 2, and 3 in James' Subdivision of Part of Block 22 of the Original Town of Lombard, Lots 28, 29, 30, and 31 of Part of Block 22 in N. Matson & Others Resubdivision, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 in Block 17 of the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 in Block 16 of the Original Town of Lombard, Lots 1, 2, the East 1/2 of Lot 3, Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 in Block 12 of the Original Town of Lombard, Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15 in Block 18 of H.O. Stone & Company's Addition to Lombard, Lombard Tower Condominiums, Charlotte-Garfield Condominiums, including all Chicago & Northwestern Railroad right-of-way and all public rights-of-way adjacent to the above-described property all being in the Northwest Quarter of Section 8, Township 39 North, Range 11, East of the Third Principal Meridian all in DuPage county, Illinois.

EXHIBIT 2

**FIRST AMENDMENT TO
AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT
IN REGARD TO THE DOWNTOWN TIF DISTRICT AND
THE DEVELOPMENT, OPERATION AND MAINTENANCE OF
A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD**

(attached)

**FIRST AMENDMENT TO
AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT
IN REGARD TO THE DOWNTOWN TIF DISTRICT AND
THE DEVELOPMENT, OPERATION AND MAINTENANCE OF
A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD**

This FIRST AMENDMENT TO INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT (the "FIRST AMENDMENT") is entered into this _____ day of _____, 2012, by and between the VILLAGE OF LOMBARD (the "VILLAGE") and the LOMBARD PARK DISTRICT (the "PARK DISTRICT"). The VILLAGE and the PARK DISTRICT are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the VILLAGE and the PARK DISTRICT entered into AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD, dated June 9, 2005 (the "ORIGINAL AGREEMENT"); and

WHEREAS, the VILLAGE and the PARK DISTRICT desire to amend certain provisions of the ORIGINAL AGREEMENT, so as to extend the term thereof for an additional five (5) years; and

WHEREAS, in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "TIF ACT"), it is in the best interests of the VILLAGE to approve this FIRST AMENDMENT, and to continue to lease the VILLAGE PROPERTY (as defined in the ORIGINAL AGREEMENT) to the PARK DISTRICT pursuant thereto, so that redevelopment within the DOWNTOWN TIF DISTRICT (as defined in the ORIGINAL AGREEMENT) can continue, said redevelopment pursuant to the TIF ACT being the VILLAGE's purpose for leasing

the VILLAGE PROPERTY (as defined in the ORIGINAL AGREEMENT); and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation; and

WHEREAS, it is in the best interests of the VILLAGE and the PARK DISTRICT to enter into this FIRST AMENDMENT;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. That the recitals (Whereas clauses) set forth in the ORIGINAL AGREEMENT are hereby amended by adding an additional recital, between the fourth and fifth recitals, which shall read in its entirety as follows:

“WHEREAS, pursuant to Ordinance Number 5981, adopted January 18, 2007, LOMBARD amended Ordinance Number 3121, and the redevelopment plan and project attached thereto, as amended by Ordinance Number 5145, adopted June 6, 2002, to further extend the life of the DOWNTOWN TIF DISTRICT for an additional twelve (12) years, so that the DOWNTOWN TIF DISTRICT would remain in full force and effect for the full period authorized by Public Act 94-0783; said full period being thirty-five (35) years, with real estate taxes for 2023, as collected during 2024, being the last year of real estate taxes subject to the DOWNTOWN TIF DISTRICT.”

2. That Section 1. of the ORIGINAL AGREEMENT is hereby amended by revising the reference therein to, “December 31, 2011,” to read, “December 31, 2016.”

3. That Section 10. of the ORIGINAL AGREEMENT is hereby amended to read in its entirety as follows:

“10. The PARK DISTRICT and the VILLAGE shall review the operation of the PROJECT during September of 2016, to make sure that

the VILLAGE PROPERTY remains an appropriate location for the PROJECT. Components of this review shall include, but shall not be limited to, usage of the PROJECT, maintenance of the PROJECT, and public safety incident reports and responses in relation to the PROJECT. Based on said review, the Parties shall decide if they want to extend the term of this AGREEMENT."

4. That all portions of the ORIGINAL AGREEMENT, not amended hereby, shall remain in full force and effect.

5. This FIRST AMENDMENT shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same FIRST AMENDMENT.

6. This FIRST AMENDMENT shall be deemed dated and become effective on the date the last of the Parties execute this FIRST AMENDMENT, as set forth below.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of an Ordinance by its Board of Trustees, has caused this FIRST AMENDMENT to be executed by its Village President and attested by its Village Clerk, and the PARK DISTRICT, pursuant to the authority duly granted by the adoption of a Resolution by its Board of Park Commissioners, has cause this FIRST AMENDMENT to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD

LOMBARD PARK DISTRICT

William J. Mueller, Village President

President

ATTEST:

ATTEST:

Brigitte O'Brien, Village Clerk

Secretary

Dated:_____

Dated:_____

ACKNOWLEDGMENT

State of Illinois)
) SS
County of DuPage)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William J. Mueller and Brigitte O'Brien, personally known to me to be the Village President and Village Clerk of the Village of Lombard, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2012.

Notary Public

ACKNOWLEDGMENT

State of Illinois)
) SS
County of DuPage)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the President and Secretary of the Lombard Park District, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said park district to be affixed thereto, pursuant to authority given by the Board of Park Commissioners of said park district, as their free and voluntary act, and as the free and voluntary act and deed of said park district, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2012.

Notary Public